



Statement of Work/Subscription Summary

Predpol is proud to be working with you on decreasing crime in Tacoma and looks forward to a productive and successful relationship. The proposed terms of the Tacoma, WA ("Agency") deployment of PredPol are as follows:

1 - Implementation Services				
Description	Qty	List Price	Discount	Price
Initial Setup & Configuration	1	\$15,000	100%	\$0
Total One-Time Costs:				\$0

Initial setup services include the proactive management of the tasks listed below:

- Setup of and integration of the PredPol tool into Agency's existing RMS/CAD/Data system. Timeline for setup dependent upon grant of access by Agency to PredPol's technician for installation of the data pipeline.
- Installation of a data pipe from Agency to the PredPol SaaS. Frequency of data update (daily, hourly, every few minutes) is dependent on the degree of access granted to Predpol to stream data from the Agency.

2 - Recurring Annual Subscription				
Description	Qty	List Price	Discount	Price/Yr
PredPol Saas - 2 Years (2013, 2014)	1	\$150,000	73%	\$40,000
PredPol Saas - 2 Years (2015, 2016)	1	\$150,000	47%	\$80,000
Total Annual Subscription Costs (3 Years):				\$120,000

4 Years
MY

PredPol is extending the forgoing discounts on the understanding that Agency faces a significant budget and grant funding shortfall. If additional grant funding is obtained by Agency, that can be applicable to the PredPol tool, Agency agrees to pay the difference between the 2013/2014 and 2015/2016 subscription rates (a total of up to \$40,000), if possible.

Recurring annual subscription covers the following:

- Full Agency access to the tool, including unlimited prediction views, refreshes and report generation, as described in the attached product sheet.



- Access to 3, 7, 14 and 28 day historical crime mapping for crime types predicted by the tool.
- Inclusion of feature updates as added during the subscription, at no additional charge.

3 - Additional Services

Additional services, such as custom features, are available on both a fixed-price and/or hourly basis. Such additional items will be subject to a separate scope of work.

4 - Non-Financial Agency Commitments

In exchange for the discounts extended above, Agency agrees to the commitment length and financial terms above and the following additional terms, to the extent reasonable:

- Deploy and utilize the PredPol tool and the intelligence it generates;
- Generally support the testing of the PredPol tool and any new features/tools, including providing user feedback, as requested by PredPol;
- Provide access to relevant City databases and shared databases to which the City has access, pursuant to all applicable laws and access agreements;
- Contribute to requested case studies and experiments on predictive policing and the use of the PredPol tool;
- Provide public testimonials and referrals to other agencies;
- Respond to inquiries and host visitors from other agencies;
- Engage in reasonable joint/integrated marketing, including but not limited to press conferences and media relations, training materials, marketing, tradeshows, conferences, speaking engagements and research. In the event any of the forgoing would involve costs to the City outside of their normal costs for employees performing their normal job duties, PredPol agrees to reimburse City for such costs. For example, if a Chief is requested to attend and speak at a conference of Police Chiefs to which they are not already traveling, PredPol agrees to reimburse City for travel expenses, if requested.



5 - Invoicing & Related Matters

Commencement of Services

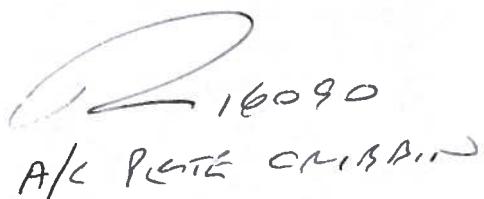
Our provision of the PredPol SaaS, as described above, will begin in 10/11/12 (the "Effective Date"), with the operational start date beginning in 1/1/2013, through the term of this agreement.

Initial Invoice

An initial invoice will be sent as of the date the PredPol SaaS goes live for the Agency, and will include:

- any One-time Setup fees listed above
- the first period subscription cost of the tool listed above (years 2013 and 2014)
- any additional service payments due (if applicable)

Payment of this invoice is due within 30 days of its issuance. Subsequent invoices will be issued on the anniversary date of this agreement, and as appropriate from time to time for any additional services requested by the Agency.



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A/C PLATE CRIMSON